

DETAIL OF OFFICER AS ASSISTANT TO MILITARY ADVISER TO REMOUNT SERVICE

Agreement signed at Washington March 11, 1942

Entered into force March 11, 1942; operative from February 14, 1942

Expired February 14, 1945

56 Stat. 1424; Executive Agreement Series 240

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA BETWEEN THE GOVERNMENT OF THE REPUBLIC OF PERU

In conformity with the request of the Minister of Foreign Affairs of the Republic of Peru in Lima to the Secretary of State of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Army to serve in the Republic of Peru under the conditions specified below.

TITLE I

Duties and Duration

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of Peru the technical and professional services of an officer of the United States Army to serve as Assistant to the Adviser of the Remount Service of the Peruvian Army.

ARTICLE 2. The officer detailed to this duty by the Government of the United States of America shall be Captain D. Russell McNellis, United States Army, or another officer of similar qualifications in replacement if necessary as may mutually be agreed upon by the Government of the United States of America and the Government of Peru.

ARTICLE 3. This Agreement shall be considered as having come into force on February 14, 1942, and shall continue in force for a period of three years, unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of Peru should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of three years prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 6. This Agreement is subject to cancelation upon the initiative of either the Government of the United States of America or the Government of Peru at any time during a period when either Government is involved in domestic or foreign hostilities.

ARTICLE 7. Should the officer become unable to perform his duties by reason of continued physical disability, he shall be replaced.

TITLE II

Requisites and Conditions

ARTICLE 8. The officer shall serve in Peru with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Peruvian officers of the same rank.

ARTICLE 9. The officer shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 10. The officer shall be responsible directly and solely to the Minister of War of Peru.

ARTICLE 11. During the period this officer is detailed under this Agreement or any extension thereof, the Government of Peru shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 12. This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancelation of the present Agreement or extension thereof.

ARTICLE 13. During the entire duration of this Agreement, this officer shall be entitled to the benefits which the Peruvian Army Regulations provide for officers of corresponding rank in the Peruvian Army.

ARTICLE 14. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 15. The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of

a year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

ARTICLE 16. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by the officer only after consultation with the Minister of War of Peru with a view to ascertaining the mutual convenience of the Government of Peru and the officer in respect to this leave.

ARTICLE 17. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in Article 15.

TITLE III

Compensations

ARTICLE 18. For the services specified in Article 1 of this Agreement, this officer shall receive from the Government of Peru such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of Peru. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in the Peruvian national currency and when so made shall be computed at the highest rate of exchange in Lima on the day on which due. Payments made outside of Peru shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Peru or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of War of Peru.

ARTICLE 19. The compensation set forth in Article 18 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in Peru, during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

ARTICLE 20. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from Peru, and such payment shall be computed for travel by sea, air or land or any combination thereof to the actual port of entry of the United States of America.

ARTICLE 21. The officer and his family shall be provided by the Government of Peru with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in Peru, both for the out-

ward and for the return voyage. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to Peru and return, shall also be paid by the Government of Peru. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in Peru, cartage from the ship to the officer's residence in Peru, and packing and loading on board the steamer upon departure from Peru upon termination of services. The transportation of such household effects, baggage and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 22. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Peru, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of Peru. During service in Peru the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the American Ambassador or *Chargé d'Affaires ad interim*.

ARTICLE 23. If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of two years of service, the provisions of Article 21 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of Peru all compensations, emoluments, and perquisites as though he had completed two years of service, but the annual salary shall terminate as provided in Article 19. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of Peru.

ARTICLE 24. Compensation for transportation and travelling expenses in the Republic of Peru on official business of the Government of Peru shall be provided by the Government of Peru in accordance with the provisions of Article 13.

ARTICLE 25. The Government of Peru shall provide suitable office space and facilities for the use of the officer.

ARTICLE 26. The Government of Peru shall provide the officer with an automobile with chauffeur, for his official use, as well as with a cavalry horse and an orderly for his personal service, which shall be provided by the Peruvian Army.

ARTICLE 27. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 28. The Government of Peru shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of War of Peru. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 29. If the officer or any member of his family should die in Peru during the period while this Agreement is in effect, the Government of Peru shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of Peru shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 21. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of Peru shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in two texts in duplicate, each one in the English and Spanish languages, in Washington, this eleventh day of March, 1942.

SUMNER WELLES [SEAL]

*Acting Secretary of State
of the United States of America*

M. DE FREYRE Y S [SEAL]

*Ambassador Extraordinary and Plenipotentiary
of the Republic of Peru at Washington*